



Notice:

This agreement template is provided for your convenience. It is not provided as a substitute for legal advice. If you have any questions about this template or your finished contract, please contact a licensed attorney.

How to use this template:

- Delete any provisions that do not apply to your business.
 - Read and make sure you understand everything.
 - Double and then triple check all your numbers (dates/payments/addresses).
 - Add anything you want to include that is not included in your template.
 - Add or delete the parties as you see fit. The template is provided with two clients in the introductory paragraph so you may understand how to add an additional party, and if there is only one person signing the agreement, the second client may be easily removed from the template.
 - Don't forget to delete this section and the one above it!
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Client Service Agreement

Entered into on Sun, May 19, 2024.

Project is on **Project Date** at **Project Location**.

Parties:

Known as "Contractor"

Darshaun Smith Productions LLC

darshaunsmith@dsmithproductions.com

Company's Address

(319) 202-0137

and

Known as "Client"

First Client Full Name

First Client Email

First Client Address

First Phone Number

Collectively, all of the above people or businesses entering this Agreement will be referred to as the "Parties."

Purpose of the Agreement

Client wishes to hire Contractor to provide services relating to Client's **Project Type** as detailed in this Agreement. Contractor has agreed to provide such services according to the terms of this Agreement.

Terms

PACKAGE

Client chooses Contractor's package.

SERVICES

Contractor shall provide Client with the following services on a **Custom Field** basis (herein known as "Services"):

- **[UP TO XX HOURS OF SERVICE]**
- **[NO. OF SERVICE]**
- **[ANYTHING ELSE YOU PROVIDE]**

Contractor shall provide Client with the following additional services by on an 'as needed' basis at the discretion of the Contractor:

- **[ADDITIONAL PRODUCTS/SERVICES HERE, EX: EXTRA HOURS OF SERVICE]**
- **[ADDITIONAL PRODUCTS/SERVICES HERE, EX: EXTRA PROOFS/PRODUCTS]**
- **[ADDITIONAL PRODUCTS/SERVICES HERE, EX: EXTRA TIME]**

PRE-PROJECT CONSULTATION

Contractor shall provide Client with one sixty-minute pre-Service consultation. **Custom Field** The Parties shall agree on an acceptable date and time for conducting the pre-Service consultation, but the manner by which the consultation shall be conducted shall be at the discretion of the Contractor. In most instances, this consultation is conducted via phone, video chat, or in person. **[CHANGE WHERE NEEDED]** This consultation may be scheduled no later than **Custom Field**.

COST

The total cost of all Services Contractor agrees to provide to Client is **Custom Field** on a basis (the "Total Cost"). Total Cost is inclusive of Contractor's Services, any setup time, travel time and out-of-pocket costs, software licenses, administrative fees, assistance,

[ADD ANYTHING ELSE YOU INCLUDE IN YOUR TOTAL PRICE. EX: GRATUITY; SHIPPING FEES; PAPER PURCHASE COST; ETC.].

FEES

Contractor's hourly rate is **Custom Field** per each hour spent on Client's Services over the allotted amount of time purchased.

LATE FEES

If Contractor does not receive payment from Client within fourteen calendar days of any payment date, then Client will be charged a late fee of 1.5% of the outstanding amount per each day that Contractor does not receive payment.

- For example, Client owes Contractor \$1000 due on April 1 and fails to pay by April 14th. On April 15th, Client owes Contractor \$1015. On April 16th, Client owes Contractor \$1030.23. On April 17th, Client owes Contractor \$1045.68, and so on.

EXPENSES

Any expenses incurred by Contractor while providing Client with Services will be invoiced to Client in a timely manner. Client is responsible for paying for and delivering any third party software licenses or products Client wishes Contractor to utilize by **Custom Field**. At the Contractor's discretion, Contractor will make reasonable efforts to integrate Client's suggested software or products.

ACCOUNT ACCESS

Client shall provide Contractor with access to the following accounts no later than **Custom Field** via email:

1. [ACCOUNT #1- EX: GMAIL ACCOUNT]

2. [ACCOUNT #2- EX: INSTAGRAM ACCOUNT]

3. [ACCOUNT #3- EX: FACEBOOK ACCOUNT]

CONFIDENTIALITY

Parties will treat and hold all information **of or relating to** this Agreement, the Services provided and the Parties' businesses in strict confidence and will not use any of this information except in connection with fulfilling the terms of this Agreement, and, if this Agreement is terminated for whatever reason, Parties will return all such information, including account access information, and any and all copies to the original Party and will remain bound to the Confidentiality provision of this Agreement. Confidential information (herein "Confidential Information") means information that is of value to its owner and is treated as proprietary or confidential including, but not limited to, intellectual property, inventions, trade secrets or information, financial data or information, speculation, knowledge, general Company data or reports, future business plans, strategies, customer lists and information, client acquisition strategies, advertising campaigns, information regarding executives and employees, and the terms and provisions of this Agreement.

Further, at all times neither Party shall use or disclose any Confidential Information relating in any way to the past, present, or future business affairs, conditions, clients, customers, efforts, employees, financial data, operations, practices, products, processes, properties, sales, or services of or relating in any way to the Company in whatever form to any parties outside of this Agreement.

This Agreement imposes no obligation upon the Parties with respect to any Confidential Information that was possessed before initial business interactions commenced between the Parties; is or becomes a matter of public knowledge through no fault of receiving Party; is rightfully received from a third party not owing a duty of confidentiality; is disclosed without a duty of confidentiality to a third party by, or with the authorization of the disclosing Party; or is independently developed by either Party without prior knowledge of privileged or confidential information.

RELATIONSHIPS OF THE PARTIES

Contractor and any related sub-contractors are not employees, partners or members of Client's company or organization. Contractor has the sole right to control and direct the means, manner and method by which the services in this Agreement are performed. Contractor has the right to hire assistants, subcontractors or employees to provide Client with its Services. Parties are individually and separately responsible for their own business operation and expenses, including securing or paying any licensing fees, insurance, taxes (including FICA), registrations or permits. Client is not responsible for paying for any benefits, Workers Compensation, insurance or unemployment fees to Contractor.

INTELLECTUAL PROPERTY

[IF YOU'RE KEEPING THE COPYRIGHT:] Contractor retains the ownership of its copyright in any and all designs pursuant to federal copyright law (Chapter 17, Section 201-02, of the United States Code.) Any and all work produced in connection with, or in the process of fulfilling this Agreement, are expressly and solely owned by Contractor. Contractor grants to Client a nontransferable, non-exclusive, royalty-free license of designs produced with and for Client for the specific purpose of **Custom Field**. Any unauthorized use of the design, such as using the design for other purposes than those specified herein, will result in additional fees and/or royalty payments to Contractor. Parties own their respective trademarks and intellectual property used in the normal and separate course of their business and agree not to infringe upon or otherwise use each other's respective intellectual property except for in the course of providing Client with its Services.

[IF YOU'RE ASSIGNING THE COPYRIGHT TO CLIENT INSTEAD:] Any and all work created as a result of Contractor's Services is considered a work for hire and are expressly assigned to and owned by Client upon creation. Parties own their respective trademarks and intellectual property used in the normal and separate course of their business and agree not to infringe upon or otherwise use each other's respective intellectual property except for in the course of providing Client with its Services.

STYLE RELEASE

Client has spent a satisfactory amount of time reviewing Contractor's work and has a reasonable expectation that Contractor's Services will produce a reasonably similar outcome and result for Client. Contractor will use reasonable efforts to ensure Client's services are carried out in a style and manner consistent with Contractor's current portfolio and services, and Contractor will try to incorporate any suggestions Client makes. However, Client understands and agrees that:

- Every client and final delivery is different, with different tastes, budgets, and needs;
- Photography is a subjective service and Contractor is a provider with a unique vision, with an ever-evolving style and technique;
- Contractor will use her personal judgment to create favorable results for Client, which may not include strict adherence to Client's suggestions;
- Dissatisfaction with Contractor's independent judgment or individual management style are not valid reasons for termination of this Agreement or request of any monies returned.

LIMIT OF LIABILITY

Client agrees that the maximum amount of damages she is entitled to in any claim of or relating to this Agreement or Services provided herein are not to exceed Contractor's total cost as set forth in this Agreement.

INDEMNIFICATION

Client agrees to indemnify and hold harmless Contractor and its employees, agents and independent contractors for any injury, property damage, liability, claim or other cause of action arising out of or related to Services provided herein.

ASSUMPTION OF RISK

Client and related parties/ participants expressly assume any risk of **[SERVICE]** and related activities as described herein.

NON-DISPARAGEMENT

[OPTIONAL PROVISION- YOU ARE WAIVING YOUR FIRST AMENDMENT RIGHTS TO MAKE PUBLIC STATEMENTS REGARDING YOUR CLIENTS BY INCLUDING THIS PROVISION. THE LAW ALREADY AFFORDS REMEDIES FOR DEFAMATORY STATEMENTS AND THIS PROVISION MAY NOT BE LEGAL IN YOUR JURISDICTION. IF IT IS NOT LEGAL, AND SOMEONE CHALLENGES THIS PROVISION AT SOME POINT, THE SEVERABILITY CLAUSE WILL STRIKE IT FROM THE CONTRACT BUT LEAVE THE OTHER PROVISIONS INTACT].

The Parties mutually agree not to make public defamatory statements that would materially harm the reputation or

business activities of any Parties to this Agreement.

CANCELLATIONS AND RESCHEDULING

CLIENT DESIRES TO CANCEL OR RESCHEDULE

If the Client desires to cancel Services of Contractor for any reason at any time, then Client shall provide at least 30 days Notice to Contractor in order to cancel this contract. Client may reschedule Services with at least **Custom Field** hours Notice. Providing Notice will not relieve Client of any currently outstanding payment obligations. Contractor will not be obligated to refund any portion of monies Client has previously paid to Contractor. If Contractor is able to re-book further services on or before Client's final delivery date, Client may be issued a credit for future services with Contractor at Contractor's discretion. Contractor has no obligation to attempt to re-book further Services to make up for Client's cancellation or rescheduling.

CONTRACTOR DESIRES TO CANCEL OR RESCHEDULE

In the event Contractor cannot or will not perform her obligations in any or all parts of this Agreement, it (or a responsible party) will immediately give Notice to Client, and at the Contractor's discretion, either attempt to find a reasonable substitute to fulfill the terms of this Agreement or issue a refund or credit based on a reasonably accurate percentage of Services rendered. In the case of a refund where, at the discretion of the Contractor, no reasonable substitute is found, Contractor shall excuse Client of further performance obligations in this Agreement.

FORCE MAJEURE

Either party may choose to be excused of any further performance obligations in the event of a disastrous occurrence outside the control of either party that materially affects the performance of Services, such as: an act of God (fires, explosions, earthquakes, hurricane, natural disasters, flooding, storms or infestation), or War, Invasion, Act of Foreign Enemies, Embargo, or other Hostility (whether declared or not), or any hazardous situation created outside the control of either party such as a riot, disorder, nuclear leak or explosion, or act or threat of terrorism.

NO-SHOWS

If it becomes impossible for Contractor to render Services due to the fault of the Client or parties related to Client, such as failure to provide necessary elements of the Services or failure of one or more essential parties to the Services to complete tasks in a timely manner, it is within the Contractor's sole discretion to allow for any additional time or dates to render Services. In such an event, any outstanding amount will immediately become due and payable to Contractor.

GOVERNING LAW

The laws of **Custom Field** govern all matters arising under or relating to this Agreement, including torts.

NOTICE

Parties shall provide effective notice ("Notice") to each other, including any payments or invoices, via either of the following methods of delivery at the date and time which the Notice is sent:

- Email

Contractor Email: darshaunsmith@dsmithproductions.com

Client's Email: **Custom Field**

- Mail

Contractor's Address: [Company Address]

Client's Address(es): **Custom Field**

SEVERABILITY

If any portion of this Agreement is deemed to be illegal or unenforceable, the remaining provisions of this Agreement remain in full force, if the essential provisions of this Agreement for each party remain legal and enforceable.

AMENDMENTS

The parties may amend this Agreement only by the parties' written agreement with proper Notice.

ASSIGNMENTS

Neither party may assign or subcontract any rights or obligations in this Agreement without proper Notice, unless otherwise provided herein.

TITLES

The titles and section headers in this Agreement are provided for convenience only and should not be construed as part of this Agreement.

* Signature required

* Signature required

